

# Electronically Recorded

Tarrant County Texas

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NOTICE OF CONFIDENTIALITY RIGHTS; IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR *Suzanne Henderson* E FOLLOWING INFORMATION FROM ANY INSTRUMENT REST IN ~~REAL PROPERTY~~ BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER. *Suzanne Henderson*

## AMENDMENT OF OIL AND GAS LEASE

STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT }

WHEREAS, Robert J. Gieb, Administrator of the Estate of Ollie Parker, Deceased, as Lessor, did execute and deliver unto XTO Energy Inc., as Lessee, an Oil and Gas Lease dated January 22, 2008 (the "Lease"), a Memorandum of which is recorded as Instrument Numbers D208043733, D208043734 and D208043735 of the Official Public Records of Tarrant County, Texas, covering 14.065641 acres of land, more or less, being more particularly described in the above described Memorandums;

WHEREAS, Lessor and Lessee desire to amend the Lease in accordance with this instrument.

NOW, THEREFORE, for and in good consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties do hereby amend the Lease, as follows:

1. Paragraph 7 is hereby deleted in its entirety and replaced with the following:

"Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 320 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are permitted or required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size permitted or required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Such unit shall become effective as of the date provided for in said instrument or instruments but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed of record. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after operations or production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and

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any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time there is no unitized minerals being produced from such unit. Any unit formed may be amended, re-formed, reduced or enlarged by Lessee at its election at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the public office in which the pooled acreage is located. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises<sup>18</sup>. Lessor and Lessee hereby agree that the tracts leased herein may be pooled or unitized in to one or more pooled units."

2. Paragraph 18.c) is hereby amended as follows:

"18 c). It is further agreed and understood the Lessee will furnish Lessor, within 30 days of receipt of written request, all information that Lessee acquires or has acquired by drilling any well on the leased premises or any lands pooled therewith, including drilling reports, test data, and other surveys, excluding the final of seismic surveys. Lessor agrees to keep all such information confidential until this lease terminates or such information becomes public otherwise than through release by Lessor or becomes available to Lessor from sources other than Lessee."

3. Paragraph 18 d) is hereby deleted in its entirety.

4. Paragraph 18 e) is hereby deleted in its entirety.

5. Paragraph 18 i) is hereby amended as follows:

Second grammatical sentence, after the words "bonus consideration of", delete the words "ten thousand dollars (\$13,511.00)", and replace with "thirteen thousand three hundred eleven dollars (\$13,311.00)....".

Lessor hereby adopts, ratifies and confirms the Lease as to all of the terms and provisions therein, as hereby amended, and Lessor does hereby grant, lease, let and demise unto XTO Energy Inc., as Lessee, the lands covered by the Lease, in accordance with all of the terms and provisions of the Lease, as amended hereby.

This instrument shall be binding upon and inure to the benefit of Lessor and Lessee, their respective successors, personal representatives, and assigns.

Except as herein amended, the Lease is and remains unchanged and in full force and effect as originally written.

IN WITNESS WHEREOF, this instrument is executed this the 11<sup>th</sup> day of June, 2009, but shall be effective for all purposes as of the date of the Lease.

LESSOR:

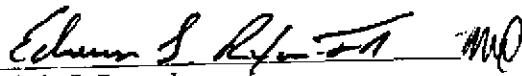
ESTATE OF OLLIE L. PARKER, DECEASED

BY: 

Robert J. Gieb, Temporary Administrator of the Estate of Ollie L. Parker, deceased

LESSEE:

XTO Energy Inc.

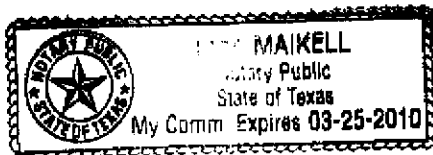


Edwin S. Ryan, Jr.  
Senior Vice President - Land Administration

STATE OF TEXAS }

COUNTY OF TARRANT }

This instrument was acknowledged before me on this 11<sup>th</sup> day of June, 2009 by Robert J. Gieb, Temporary Administrator of the Estate of Ollie L. Parker, deceased.

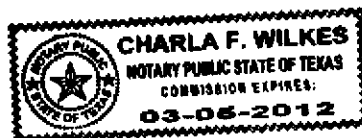



  
Notary Public, State of Texas

STATE OF TEXAS }

COUNTY OF TARRANT }

This instrument was acknowledged before me on this 24<sup>th</sup> day of June, 2009, by Edwin S. Ryan Jr., Senior Vice President - Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.



  
Notary Public, State of Texas